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PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Docket No: Q60767

Kenneth Charles SYMES, et al.

Appln. No.: 09/917,950

Group Art Unit: 1714

Confirmation No.: 3201

Examiner: Tae H. Yoon

Filed: July 31, 2001

For: POLYMERIC MATERIALS AND THEIR USE

**SUBMISSION OF TERMINAL DISCLAIMER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Submitted herewith is a Terminal Disclaimer in the above-identified application. A check in the amount of \$110.00 is attached. The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account. A duplicate copy of this Submission is attached.

Respectfully submitted,

John T. Callahan  
Registration No. 32,607

SUGHRUE MION, PLLC  
Telephone: (202) 293-7060  
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WASHINGTON OFFICE

**23373**

CUSTOMER NUMBER

Date: July 28, 2003



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### TERMINAL DISCLAIMER

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

The undersigned, on behalf of the petitioner, CIBA SPECIALTY CHEMICALS WATER TREATMENT, represents that the petitioner, CIBA SPECIALTY CHEMICALS WATER TREATMENT is the owner of the entire right, title and interest of U.S. Application No. 09/635,263, filed on August 9, 2000, for POLYMERIC MATERIALS AND THEIR USE by virtue of an Assignment from all of the inventors thereof executed on July 15, 1998, recorded on December 16, 1998, at Reel 010802, Frame 0948, now issued as U.S. Patent 6,313,197, as well as the entire right, title and interest in the above-captioned U.S. Application No. 09/917,950, filed July 31, 2001, by virtue of an Assignment from all of the inventors thereof executed on November 22, 2001, November 26, 2001, January 8, 2002, and March 22, 2002, recorded on June 12, 2002, at Reel 012992, Frame 152, to NOVOZYMES A/S and an Agreement ("Amendment To Patent Ownership Agreement" - copy enclosed as Attachment A) between NOVOZYMES A/S and CIBA SPECIALTY CHEMICALS WATER TREATMENT

TERMINAL DISCLAIMER  
U.S. Appln. N. 09/917,950

transferring ownership of the above-captioned U.S. Application No. 09/917,950 from  
NOVOZYMES A/S to CIBA SPECIALTY CHEMICALS WATER TREATMENT.

Petitioner hereby certifies that the above-mentioned Assignments and Agreement have been reviewed and to the best of petitioner's knowledge and belief, title is in petitioner who is seeking to take this action.

Petitioner hereby disclaims the terminal part of any patent granted on the above-captioned U.S. Application No. 09/917,950 which would extend beyond the expiration of the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent 6,313,197, and hereby agrees that any patent so granted on the above-captioned U.S. Application No. 09/917,950 shall be enforceable only for and during such period that the legal title to U.S. Patent 6,313,197 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No. 09/917,950, this agreement to run with any patent granted on the above-captioned U.S. Application No. 09/917,950 and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/917,950 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent 6,313,197 in the event that U.S. Patent 6,313,197 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a Reexamination Certificate, or is otherwise terminated

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U.S. Appl. N. 09/917,950

prior to the expiration of its statutory term as presently shortened by any terminal disclaimer,  
except for the separation of legal title stated above.

The undersigned whose signature and title appear below is empowered to act on behalf of  
petitioner.

Date: 22 July 2003

Respectfully submitted,

P. B. Wilson.

Name: P B Wilson

Title: Assistant Company Secretary

# AMENDMENT TO PATENT OWNERSHIP AGREEMENT

ACS-PM-1005

This amendment is to the Patent Ownership Agreement (hereinafter referred to as "the Agreement"), dated 30 March 1999, between Ciba Specialty Chemicals Water Treatments LTD of P.O. Box 38, Low Moor, Bradford, West Yorkshire (hereinafter referred to as "CIBA WTL"), and Novozymes A/S, of Krogshoejvej 36, DK-2880, Bagsvaerd, Denmark (hereinafter referred to as "NZAS"). This amendment is effective as of the last date signed below.

WHEREAS, the Patent Ownership Agreement was assigned from Novo Nordisk A/S to Novozymes A/S as a result of the demerger of the Novo Nordisk enzyme business in November of 2000.

WHEREAS, NZAS has requested certain changes to the Agreement, as provided below, in order to secure grant of the P470 Divisional patent application pending before the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing premises and pursuant to Appendix 2, Article b), ii), CIBA WTL and NZAS hereby amend the Agreement as follows:

I. Appendix 2, part a), vii) of the Agreement is amended to state the following:

vii) P470 Divisional, which consists solely of U.S. patent application Serial Number 09/917,950, filed on July 31, 2001, any continuations, divisionals and reissues thereof and any resulting US patents thereof-Sole ownership to reside in CIBA WTL.

II. The following new provisions are added to the Agreement:

CIBA WTL hereby grants NZAS an exclusive, irrevocable, fully sub-licensable, royalty-free license under P470 Divisional patents.

NZAS agrees to pay for all costs pertaining to P470 Divisional patent applications and any resulting patents, including, but not limited to, all costs associated with the prosecution, maintenance and recordation of CIBA WTL as the assignee of P470 Divisional patent applications and/or resulting patents.

NZAS, as exclusive licensee, shall have the power to institute and prosecute at its own expense suits for infringement of P470 Divisional patents. NZAS shall be solely responsible for the expenses in such suits and shall indemnify Ciba for all costs incurred by Ciba should Ciba be joined in any such suits. Ciba shall have the right to select its counsel in any such suit.

NZAS shall control and be solely responsible for the prosecution of P470 Divisional patent applications, including responsibility for filing of any terminal disclaimer.

ers and required p f of ownership. CIBA WTL has no respo. ility for maintenance of any P470 Divisional patents. NZAS assumes full responsibility for monitoring and submitting the required maintenance payments for any and all P470 Divisional patents.

CIBA WTL agrees to execute, for filing with the United States Patent and Trademark Office, a terminal disclaimer over CIBA WTL's U.S. Patent No. 6,313,197 in order to secure grant of the application having Serial Number 09/917,950 and any continuation thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the last date signed below.

CIBA SPECIALTY CHEMICALS  
WATER TREATMENT LTD

By: P. B. Wilson.  
Paul Wilson

Title: ~~Assistant Company Secretary~~

Date: 10 April 2003

Novozymes A/S

By: [Signature]  
Ole Kirk

Title: Senior Director  
Intellectual Property and Partnering

Date: 2003-03-26

Attachment:

Exhibit A - Appendix 2 of the Agreement